

State of Idaho

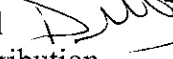
Department of Water Resources

1301 North Orchard Street, P.O. Box 83720, Boise, Idaho 83720-0098

Phone: (208) 327-7900 Fax: (208) 327-7866

Date: Feb. 19, 2003

To: Joan Compton, Rick Management Analyst
Office of Insurance Management/Risk Management
332-1872
Fax 334-5315

From: Dayna Ball 
Water Distribution
327-7907
Fax 327-7866
dmball@idwr.state.id.us

Number of pages including cover sheet: 4

Please issue a Certificate of Financial Responsibility for proof of \$500,000 coverage to:

Shoshone School District #312
409 N Apple St.
PO Box 2D
Shoshone, Id 83352
208-886-2338
Fax 886-2038
Contact: Superintendent Max Excell

The coverage is for:

Big Wood River Water District #37
Special meeting regarding "Saved Water Rights"

The meeting will be held as follows:

School District Board Room
409 N Apple St.
Shoshone, Idaho
Friday, Feb. 28, 2003
10:00 am - 1:00 pm

Thank you for your attention to this matter. Please contact me if you have any questions.

SHOSHONE JOINT SCHOOL DISTRICT 312

RECEIVED

- Community Use Of School Facilities -

FEB 24 2003

Department of Water Resources

Date of Application 2/14/03

The Idaho Department of Water Resources requests permission to use

School District Board Room and Chairs, Overhead Screen at
(Specify classroom, gym, shop, etc) (Specify equipment chairs etc)

District office, 409 N. Apple for 3 hours from 10:00 AM to 1:00 pm
(Name of School) (No of Hours) (Exact Time)

on Friday, February 28, 2003 Type of Activity Big Wood River Water District #37
(Dates and Days, Mon, Tues, etc) Special meeting re: Saved water rights

FEE CHARGES:

\$ _____

\$ _____

\$ _____

PERSONNEL COSTS:

Custodian _____ hours at \$ _____ per hour \$ _____
Cafeteria
Personnel _____ hours at \$ _____ per hour \$ _____
Other
Personnel _____ hours at \$ _____ per hour \$ _____

TOTAL \$ _____

SPECIAL INSTRUCTIONS:

At least five days in advance of a scheduled program, a check to cover the services as stated, should be made to the Board of Education, P.O. Box 2D, Shoshone, Idaho.

We agree to be jointly and severally responsible for any damage to property due to such occupancy other than reasonable wear and tear, and for the strict observance of rules and regulations prescribed by the Board of Education

School / ctivity(s) have priority over out-of-school activities.

Tim Luke (Tim Luke) 1301 N. Orchard Boise ID 83706 327-7864
Signature of Applicant Address Phone No

Signature of Applicant

Address

Phone No

RECOMMENDED:

APPROVAL

DISAPPROVAL

Mark E. Smith 2-20-03
Signature Title Date

RULES GOVERNING USE OF FACILITIES

Applications for public use of school facilities shall be made on Form obtained at the building Principal's office or the Administration offices and filed at least five [5] days before the proposed date of meeting.

1. All contracts are subject to review and cancellation by the Superintendent of Schools or the Board of Education. Their review shall be based on the best interest of the students, community and school district.
2. A school employee shall be on duty whenever any part of a building or facility is used.
3. Decorations are only permitted with the approval from the principal using only materials acceptable to the local fire marshall. Decorations shall be removed before 8:00 A.M. the next day. Exits must be kept clear at all times.
4. In no case is any material to be used on floors or other parts of the building without the approval of the custodian on duty.
5. Smoking in a school building is strictly prohibited.
6. In no case will alcoholic beverages be permitted on school property. No person shall be permitted in a building who appears to have partaken of alcoholic beverages.
7. Proper supervision shall be the responsibility of the group using the school facility. If necessary police protection may be required to insure protection of the school property and the enforcement of these rules and regulations.
8. The school facilities may not be used for private or individual gain.
9. During normal school hours, no contracts will be issued for activities that would not be completely compatible with the primary instructional purposes and directly related activities of the school district.
10. Certificates of insurance may be requested for workmens compensation liability for bodily injury and property damage, fleet insurance, or any other type of insurance as the Board of Education deems necessary. The certificates of insurance must be on file with the Shoshone Public Schools five [5] days prior to the date of use.

RECEIVED

FEB 10 2003

Department of Water Resources

KF-E (2)

**CONTRACT FOR USE OF BUILDINGS
SHOSHONE SCHOOL DISTRICT #312**

RECEIVED

FEB 24 2003

**BUILDINGS AND FACILITIES WAIVER OF LIABILITY
AND INDEMNITY AGREEMENT**

Department of Water Resources

**READ THIS DOCUMENT CAREFULLY – BY SIGNING THIS AGREEMENT, YOU
GIVE UP CERTAIN RIGHTS AND ASSUME CERTAIN RESPONSIBILITIES:**

Tim Luke, an agent or officer, acting for and on behalf of

Idaho Department of Water Resources
(Organization)

for and in consideration of the use of the facilities of Shoshone School District #312 located in Shoshone, Idaho do by this agreement agree, on behalf of myself and the organization which I represent, to indemnify and hold harmless any employee, officer, and persons acting on behalf of the School District, including elected or appointed officials, and persons acting on behalf of the School District in any official capacity, temporarily or permanently in the service of the School District, whether with or without compensation, from any and all manner of action or actions, cause or causes of actions, suits, injuries, or any other claim or demands arising out of the use of any facility of Shoshone School District #312.

THE UNDERSIGNED FURTHER AGREES:

1. To indemnify and hold harmless the School District, its agents employees and assigns from all manner, action or actions, cause or cause of actions, suits, injuries or any other claims or demands that may arise from any act or omission by an employee, agent, representative or any person acting for or on behalf of said School District concerning any claim, cause of action, suit, injury or demand arising out of the organization's use of the facilities of said School District.

2. To provide the School District with proof of insurance in the form of a Certificate of Insurance. The Certificate of Insurance must show a minimum limit of liability coverage of \$ ~~1,000,000~~ ^{500,000} per occurrence. The Certificate of Insurance must also evidence coverage for this agreement in the form of Blanket Contractual Coverage or name the School District as an Additional Insured. A copy of the Certificate of insurance must be attached to this agreement prior to using or occupying the premises.

OK per
Max Excell
D. H. Bell
4/19/03

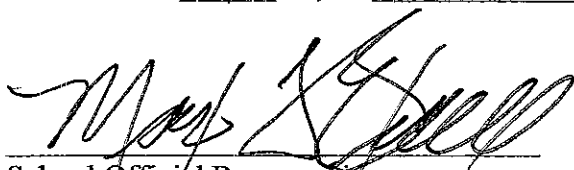
(Over)

CONTRACT FOR USE OF BUILDINGS – Page 2

3. Neither the undersigned nor the organization which it represents, shall be entitled to contribution or indemnification, or reimbursement for legal fees and/or expenses from the School District for any action, cause, suit, claims or demands brought against the organization arising out of the use of the facilities of the School District.
4. To immediately notify the School District of any conduct or circumstances which bring about an injury to persons or tangible property, describing the injury or damage to tangible property, stating the time and place the injury or damage which occurred, and stating the names of all persons involved.
5. To reimburse the School District for any damages or losses caused by the organization's use of the school facilities and agrees to promptly pay for said damages.
6. To obtain an individual waiver of liability from each participant in any program that involves the use of any facility of the School District if said waiver of liability is required by the School District.
7. In the event the School District shall be required to initiate legal action to enforce any and all terms of this agreement, the undersigned, on behalf of its organization, agrees to reimburse the School District for all legal expenses and costs reasonably incurred.
8. This agreement may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
9. This agreement shall be governed by the laws of the State of Idaho.
10. In the event any provision of this agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this agreement.

This agreement shall be binding on the heirs, personal representatives, successors and assigns of the parties to this agreement.

DATED this 14 day of Feb 2003 at Boise, Idaho



School Official Representing
Shoshone School District #312



Signature of Person Responsible Organization